



Report to the Auburn City Council

Action Item

11

Agenda Item No.

City Manager's Approval

To: Mayor and City Council
From: Robert Richardson, City Manager
Date: January 27, 2014
Subject: Employment Agreement for Interim City Manager

The Issue

Shall the City Council approve the attached employment agreement for Interim City Management Services?

Conclusion and Recommendation

That the City Council approve, by resolution, the attached employment agreement.

Background

During their January 21, 2014 closed session, the City Council interviewed several candidates for the position of Interim City Manager. At the conclusion of the interviews staff was directed to enter into contract negotiations with Richard Ramirez.

Mr. Ramirez brings with him more than 35 years of municipal experience as well as strong interim management capability. The attached contract will provide for at-will city management services for the duration required to recruit a new permanent manager.

Alternatives

Deny Contract

Alter Contract

Fiscal Impact

The contract provides an hourly rate of \$73 and no benefits. The overall cost of the contract will represent a savings in the FY 13/14 budget.

Attachments

Resolution

Employment Agreement

Resume for Richard Ramirez

1 RESOLUTION NO. 14-

2 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN
3 ADOPTING EMPLOYMENT AGREEMENT WITH INTERIM CITY MANAGER
4 RICHARD RAMIREZ

5 THE CITY COUNCIL OF THE CITY OF AUBURN DOES HEREBY RESOLVE:

6
7 That the City Council of the City of Auburn hereby approves an employment
8 agreement with Richard Ramirez, Interim City Manager.

9 A true and correct copy of the employment agreement is attached hereto as
10 Exhibit "A".

11
12 The City Manager is authorized and directed to execute the employment
13 agreement on behalf of the City of Auburn.

14
15 DATED: January 27, 2014

16
17 _____
Bridget Powers, Mayor

18 ATTEST:

19 _____
20 Stephanie L. Snyder, City Clerk

21
22 I, Stephanie L. Snyder, City Clerk of the City of Auburn, hereby certify
23 that the foregoing resolution was duly passed at a regular meeting of the City
24 Council of the City of Auburn held on the 27th day of January, 2014 by the
following vote on roll call:

25 Ayes:

26 Noes:

27 Absent:

28 _____
Stephanie L. Snyder, City Clerk

**EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF AUBURN AND RICHARD J. RAMIREZ**

RECITAL

On January 27, 2014 the City Council of the City of Auburn ("City") selected Richard J. Ramirez (hereafter "Employee") to serve as Employee of the City of Auburn ("City") on the following terms. The City and the Employee are the Parties to this Agreement and each, a Party. Accordingly, the Parties agree as follows:

AGREEMENT

1. Effective Date

This agreement shall be effective when executed by the Employee. Employee shall begin work February 11, 2014.

2. Term of Employment

Employee is employed as Interim City Manager of the City of Auburn pending recruitment of a permanent City Manager to fill the vacancy created by the resignation of his predecessor. Employee serves at the pleasure of City Council and on an "at will" basis during the term of this Agreement, subject to its terms.

3. Duties; Hours of Work

A. Employee shall perform the functions and duties of the Auburn City Manager specified by State law, the Auburn Municipal Code and by formal direction of the City Council. Employee shall perform such duties in accordance with the highest professional and ethical standards of the city manager profession. Employee shall not engage in any activity, which is, or which may become, incompatible with the office of Auburn City Manager, as provided for by State law. During the term of this agreement, Employee shall be exclusively employed by the City, unless prior authorization otherwise is received from the City Council, which authorization will not be unreasonably withheld.

B. City Manager's duties may involve expenditures of time in excess of eight (8) hours per day and/or forty (40) hours per week, and may also include time outside normal office hours such as attendance at City Council meetings. City Manager shall not be entitled to compensation for such time at a rate higher than that provided for in

paragraph 4. below. Employee may set his own schedule provided that Employee is discharging the duties of Interim City Manager to the satisfaction of the City Council.

4. Compensation

Employee's salary shall be \$73 per hour of service to the City reported to the Administrative Services Department in the manner required of other hourly employees provided that no supervisor's approval shall be required for his time cards.

5. No Benefits

Employee is a retired annuitant of the California Public Employees Retirement System (CalPERS) and receives health benefits as a retired annuitant. Accordingly, no health, life insurance or other benefits afforded to other management employees of the City shall be made available to him except as expressly provided in this Agreement.

6. Professional Expenses

- A. City recognizes that certain expenses of a non-personal and job-related nature may be incurred by Employee. City agrees to reimburse Employee for reasonable expenses which are authorized by the City budget, submitted to the City Council for approval, and which are supported by expense receipts, statements or personal affidavits, and audit thereof in like manner as other demands against the City. Employee shall also be reimbursed for up to \$300 per month in expenditures without additional Council approval, provided that each expense is consistent with IRS regulations for tax-deductible business expenses of for-profit entities.
- B. City shall provide a cellphone for Employee's use for City business only.
- C. City will reimburse Employee at the IRS rate for mileage (other than commuting from his home to and from City Hall) on City business or, at his option; he may use a City pool vehicle at no cost.

7. CalPERS

As provided for in Government Code section 21221 (h), City and Employee warrants for the benefit of each other that this Agreement does not constitute a violation of section 21221 (h) and to all the provisions of the law known as the Public Employees Pension Reform Act of 2013 ("PEPRA"), including but not limited to:

- a. City affirms it is filling a vacant position solely on a temporary basis while it recruits to fill the position with a "permanent" replacement;
- b. The compensation provided Employee under this Agreement shall not exceed the hourly maximum published (publicly available) pay schedule for the vacant position;
- c. That in no case shall Employee hold the position for a period of more than six months from the appointment date or for more than 900 hours in a fiscal year (July 1 to June 30) unless City expressly secures in writing an extension to the terms of this agreement from CalPERS. Said extension shall not in any way negatively impact Employee's existing retiree benefits as provided by CalPERS prior to Employee being appointed Interim City Manager of Auburn.
- d. City acknowledges that City is not providing any benefits or other compensation beyond the hourly compensation for the position of interim City Manager to Employee.
- e. Employee warrants that he has not been employed as a retired annuitant for any PERS-contracting agency in fiscal year 2013-14 for 60 or more hours, such that his employment by the City for 900 hours in that fiscal year will not exceed the 960 hour limit stated in Government Code Section 21221(h).
- f. The promises contained in this Section 7 shall survive termination or expiration of this Agreement.

8. Indemnification

City shall defend, hold harmless and indemnify Employee against any claim, demand, judgment, or action of any type or kind arising within the course and scope of Employee's employment as required by Government Code sections 825 and 995.

9. Other Terms and Conditions of Employment

A. The City Council may from time to time fix other terms and conditions of employment relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provision of this Agreement, the Auburn Municipal Code, or other applicable law.

B. The provisions of the City's Personnel Manual ("Rules") shall apply to Employee to the extent they explicitly apply to the position of City Manager, except that if the provisions of this Agreement conflict with the Rules, the terms of this Agreement shall prevail. Without limiting the generality of the exception noted in the previous

sentence, however, no provision of the Rules or this Agreement shall confer upon Employee a property right in her employment or a right to be discharged only upon cause. Employee is an at-will employee serving at the pleasure of the City Council and may be dismissed at any time with or without cause, subject only to the provisions of this Agreement.

C. Employee may be terminated at any time, with or without cause, before the City hires a permanent City Manager, in accordance with the terms of paragraphs 10 and 11 of this Agreement.

D. Employee shall be exempt from paid overtime compensation.

10. Termination Without Cause

The City Council may terminate Employee's employment with the City at any time and without cause, upon seven days' written notice to Employee.

11. Termination With Cause

The City Council may immediately terminate Employee's employment with City for cause, upon written notice to Employee. For purposes of this agreement, the term "for cause" shall include any of the following: (a) use of alcohol or drugs that impedes performance of duties; (b) conviction of a felony, or misdemeanor involving moral turpitude (a plea or verdict of guilty or a conviction following a plea of nolo contendere is deemed a conviction for this purpose); (c) a proven claim of either sexual harassment or abuse of employees in violation of law or adopted City policy; (d) willful and repeated failure to carry out the lawful directives or policy decisions of the City Council; or (e) willful abandonment of the position or continued and unexcused absence from duty.

12. Resignation

Employee may resign at any time during the term of this Agreement, subject to at least 14 days' written notice to the City Council. In such case, City shall have no further obligation to provide pay and such benefits as are afforded by this Agreement upon the effective date of termination of employment.

13. Compliance With Law; Exception

This Agreement is subject to all applicable provisions of State and Federal law and to the provisions of the Auburn Municipal Code.

14. General Provisions

A. This Agreement constitutes the entire agreement between the Parties. City and Employee hereby acknowledge that they have neither made nor accepted any other promise or obligation with respect to the subject matter of this Agreement.

B. If any provision or any portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of the Agreement shall be deemed severable and shall not be affected and shall remain in full force and effect.

C. Any notice to City pursuant to this Agreement shall be given in writing, either by personal service or by registered or certified mail, postage prepaid, addressed as follows:

Mayor
City of Auburn
1225 Lincoln Way
Auburn, CA 95603-5004

With a courtesy copy to:

Michael G. Colantuono, Esq.
Auburn City Attorney
11364 Pleasant Valley Road
Penn Valley, CA 95946-9000.

Any notice to Employee shall be given in a like manner, and, if mailed, shall be addressed to Employee at the address then shown in City's personnel records. For the purpose of determining compliance with any time limit stated in this Agreement, a notice shall be deemed to have duly given (a) on the date of delivery, if served personally, or (b) on the second (2nd) calendar day after mailing, if mailed.

D. If an action at law or in equity is necessary to enforce or interpret this Agreement, the prevailing party in that action shall be entitled to reasonable and actual attorneys' fees and costs with respect to the prosecution or defense of the action.

E. A waiver of any of the terms and conditions of this Agreement shall not be construed as a general waiver and either Party shall be free to enforce any term or condition of this Agreement with or without notice to the other notwithstanding any prior waiver of that term or condition.

15. Amendments

This Agreement represents the entire agreement between the Parties. This Agreement may be amended by a writing approved by the City Council and executed on its behalf and by the Employee.

Dated: _____

Bridget Powers Mayor

Dated: _____

Richard J. Ramirez, Employee

Approved as to form:

Michael G. Colantuono
City Attorney

Dated: _____

Attest:

Stephanie L. Snyder
City Clerk

Dated: _____

EDUCATION

Covey Leadership Institute Graduate
Master of Public Administration, University of Southern California
Bachelor of Arts, Psychology & Political Science, Humboldt State University

PROFESSIONAL EMPLOYMENT HISTORY

INTERIM PUBLIC MANAGEMENT SERVICES – RECENT INTERIM ASSIGNMENTS: **GENERAL MANAGER (GM)**, Mountain House Community Services District, Mountain House, CA (Population 12,500) December 2012 to April 2013; **GENERAL MANAGER (GM)**, El Dorado Hills Community Services District, El Dorado Hills, CA (Population 38,000) January, 2012 to June 5, 2012; **CITY MANAGER, City of American Canyon** (Population 17,000) November 2011 to January 2012

After serving in the capacity of various California city management positions (over 36 years), I stepped away from the daily responsibilities of being a City Manager and started Interim Public Management Services (IMPS). **IPMS is a web-based clearinghouse of liked individuals who want to help agencies that are in transition or crisis, to reclaim their balance: www.interimpubliсmanagementserives.** Since November of 2011, I have assisted three organizations needing a refocused effort on organizational development, team building, civic engagement, and strategic planning efforts. During this same period, I have prepared three assessments or SWOT Analysis that the agencies are using to help their organizations achieve specific work programs, goals and objectives.

CITY MANAGER, City of American Canyon, CA (population 17,000) August 2006 to Retirement November, 2011

As Chief Executive Officer of the newest City in the Napa Valley, I was responsible for the day-to-day operations of a full service city and a workforce of over 100 personnel. **City Services include but are not limited to: Public Works (including water treatment/distribution and sewer treatment and collection), Police, Fire, Parks and Recreation, Facility-Leasing and Economic Development.** Provided oversight on a 300 acre development (Town Center) that included multiple properties tied together with a Development Agreement.

The City's operating budget is over 30 million dollars, not including the City's capital improvement budget. As City Manager in a newly incorporated City I was primarily responsible for setting up the management systems and land use entitlement processing by which the new government uses to meet the needs of the community.

ASSISTANT CITY MANAGER, COMMUNITY SERVICES, City of Sacramento, CA (population 447,000) – May 2000 to June 2006

As Assistant City Manager for the oldest incorporated City in CA, I led the Community Services Group (CSG). The CSG was comprised of five departments: **Police, Fire, Neighborhood Services, Parks and Recreation and Convention, Culture and Leisure Services** representing over 2700 personnel; largest of the three City Agency Groups. All Department Directors (e.g. Police Chief) in Community Services reported to the Assistant City Manager rather than to the City Manager. Lead numerous operational audits as part of the City's continuous improvement effort.

The Community Services Group's operating budget totaled over \$ 360 million. The capital improvement budget allocated to Community Services exceeded \$100 million. As Assistant City Manager, I served from time to time as Acting City Manager in the Manager's absence.

CITY MANAGER: City of Hemet, CA (population 65,000) – April 1998 to April 2000

As Chief Executive Officer, I was responsible for the day-to-day operations of a full service city and a workforce of over **320 personnel**. **City Services included but are not limited to: public utilities (water, sewer and refuse), police, fire, parks, redevelopment and economic development.** The City had a General Fund operating budget of over 40 million dollars, not including the City's capital improvement budget.

INTERIM PUBLIC WORKS & TRANSPORTATION DIRECTOR: City of Modesto, CA (population 192,000) – c. September 1997 to April 1998.

As Director I was responsible for the management of a \$ 54.0 Million dollar budget containing **310 personnel**; the Department also administered the City's Capital Improvement Program, a CIP that is over \$ 36.0 Million dollars. The Department had four divisions: Administration, Utilities, Engineering, & Transportation (Airport). In addition to my day-to-day duties, **I was retained to design and coordinate both the negotiation of several development agreements with three major developments and to reorganization of three departments: Public Works and Transportation, Parks and Recreation and a portion of the Community Development Department.** The collaborative process, approved by the Modesto City Council in December 1997, **involved over 600 full-time City employees.**

CITY MANAGER/CLERK - City of Paso Robles, CA (population 22,500) - November 1991 to March 1997

As Chief Executive Officer for the City, I was responsible for the day-to-day operations of a full service city and a workforce of **165 personnel**. City services included, but are not limited to: **City Library, Landfill, Public Safety (police and fire), Transit & Amtrak Station, Water & Sewer, Airport, Economic & Redevelopment, Community Development** and other related city services. The City's eight operating departments comprised an annual budget of 18 million dollars, not including the City's Capital Improvement Program.

CITY MANAGER - City of Lincoln, CA (population 8,000) – May 1981 to November 1991

As Chief Executive Officer for **85 personnel**, I managed a full-service city including, but not limited to: **Airport Operations, Solid Waste, Public Safety (police and fire), Water, Wastewater, Economic and Redevelopment, Planning** and various other functions including Library Services. Work included the negotiation of four DDA's and DA's involving in excess of 1000 acres including sewer and water systems.

DIRECTOR OF COMMUNITY DEVELOPMENT - Cities of Stanton, CA (population 25,800) - 5/78 to 6/81 and City of South El Monte, CA (population 17,550) - 1976 to 1978

As Director I Managed personnel in five Divisions including: **Building, Planning, Public Works, Engineering, Housing, and Redevelopment.**

HONORS AND AWARDS (partial list)

Ford Foundation/NASPA Fellow

Sacramento Magazine Best and Brightest Award

Lincoln Chamber of Commerce President's Award

Presenter - various League of California Cities & ICMA panels

(Including Land Use, Public Works, Redevelopment, Labor Relations, Finance, etc.)

National Association of Town & Townships Economic Development Award

Paso Robles Main Street Award

Paso Robles, *Make It Happen* Employee Award

MEMBERSHIPS

International City Manager's Association Life Member
ASPA, Sacramento Chapter (Past Board Member)
Past-President, Central Coast League City Managers
Past League of Cities, City Manager's Executive Committee
Past-President, Sacramento League City Managers

PAST/CURRENT COMMUNITY INVOLVEMENT

Advisory Committee Common Sense California
America Canyon Relay for Life
Sacramento Boys and Girls Club Board Member
Sacramento Convention and Visitors Bureau Board Member
Sacramento/Natomas, Hemet, Paso Robles & Lincoln Soccer Club Coach
St Francis Church, Sacramento
Hemet Exchange Club
Lincoln, Paso Robles AYSO Board
Saint Rose School Advisory Board
Sacramento Rotary (Downtown), Paso Robles & Lincoln Rotary Club
Past Board Member, Lincoln Rotary

EXAMPLES OF MAJOR CAREER ACCOMPLISHMENTS

Richard J. Ramirez

The following list is intended to provide the reader with an overview of the scope of my involvement in public management since 1977:

Assisted in drafting and implementing the **Nation's First "unified command" Public Safety Internal Affairs Units** (Sacramento's Fire and Police Internal Affairs Unit)

Instrumental in pulling together a Team of Community Members that undertook a civic engagement effort that resulted in the American Canyon **Community accepting a 36% utility (sewer and water) increase November of 2007**

As the Sacramento ACM, I **assisted in the implementation and administration of one of the Nation's most extensive racial profiling studies**. The Data collection effort, which is still in place, is designed to learn if officers were practicing racial profiling and to put into place methods to modify such behavior

Successfully drafted and the City of American Canyon Council adopted Governance Protocols and Fiscal Policy

Successfully purchased and financed the acquisition of a new 25,000 square foot building that will become the City of American Canyon City Hall; debt service partially provided by existing tenants

As the **Acting Director for the City of Sacramento's new Parks and Recreation Department**, with a \$38.0 million dollar operating budget and \$77.0 million capital budget, I served the City in that capacity for eight months until a new director was hired while also serving as Assistant City Manager

Extensive redevelopment and economic development experience including but not limited to negotiating DDA's, DA's and redevelopment plans; two Multi-modal transportation centers, mix-use industrial /retail centers

Added over 55 square miles of land to be included in sphere(s) of influence and processed annexations for over 500 acres of land; packaged over 2,500 acres of various large, mixed-use land development projects with project values between \$10.0 and \$250.0 million

Coordinated, planned, financed and implemented numerous utility improvements via Assessment Districts, & Mello-Roos Districts including: reclamation of wastewater for industrial and recreational use, extensive well system and water reservoir expansion, lift station, **retro-fitting of an entire city with water meters, citywide automated refuse system and new street lighting improvements, BID's, landfill expansion, recycling programs, etc.**

Planned and developed three civic center complexes along with a Tourist Development Plan

While City Manager was instrumental in creating, drafting and successfully implementing **two award-winning at-risk youth programs for the Cities of Paso Robles and Sacramento**

Drafted and implemented over 40 million dollars in grants that included the expansion of recreational facilities, airport expansion, sewer trunk line expansion, housing rehabilitation, new housing, Amtrak and multi-modal facilities.

Negotiated various MOU's including private sector pay-for-performance agreements for Four Cities

Created two non-profit foundations to fund cultural activities